

SUPPLEMENT DATED 4 JANUARY 2022
TO THE BASE PROSPECTUS DATED 30 JUNE 2021



DEXIA CRÉDIT LOCAL

(a *société anonyme* established under the laws of the Republic of France)

\$20,000,000,000

Guaranteed U.S. Medium Term Note Programme

**benefiting from an unconditional and irrevocable independent on-demand guarantee
by, in the case of Notes issued on or before 31 December 2021, the States of Belgium, France and
Luxembourg and, in respect of Notes issued on or after 1 January 2022, the States of Belgium and
France**

This Supplement (the “**Second Supplement**”) is supplemental to, and should be read in conjunction with, the Base Prospectus dated 30 June 2021 (the “**Base Prospectus**”, which term, where the context admits, shall include such Base Prospectus as amended and/or supplemented from time to time including, without limitation, by the First Supplement thereto dated 29 September 2021 and by this Second Supplement and all references to this “Base Prospectus” shall be construed accordingly) prepared in relation to the \$20,000,000,000 Guaranteed U.S. Medium Term Note Programme (the “**Programme**”) of Dexia Crédit Local (the “**Issuer**”).

The Base Prospectus does not constitute a prospectus as defined in Regulation (EU) 2017/1129 (the “**Prospectus Regulation**”), and may be used only for the purpose for which it is published. The purpose of the Base Prospectus in relation to any Notes is to give information with respect to the issue of such Notes. The Notes will be exempt from the Prospectus Regulation pursuant to Article 1.2(d) thereof and the Notes will not be treated as being within the scope of the Prospectus Regulation. The Base Prospectus has not been, and will not be, approved by the CSSF as complying with the Prospectus Regulation.

The Base Prospectus may not be used for any offering to the public or any admittance to trading on a regulated market of Notes in any jurisdiction which would require the approval and publication of a prospectus under the Prospectus Regulation or similar document under applicable law.

The Issuer accepts responsibility for the information contained in this Second Supplement. The Issuer declares that, having taken all reasonable care to ensure that such is the case, the information contained in this Second Supplement is, to the best of its knowledge, in accordance with the facts and does not omit anything likely to affect the import of such information.

Unless the context otherwise requires, terms defined in the Base Prospectus shall have the same meaning when used in this Second Supplement.

To the extent that there is any inconsistency between (a) any statement in this Second Supplement or any statement incorporated by reference into the Base Prospectus by this Second Supplement and (b) any other statement in or incorporated by reference into the Base Prospectus, the statements in (a) above will prevail.

Save as disclosed in this Second Supplement, there has been no other significant new factor, material mistake or inaccuracy relating to information included in the Base Prospectus since the publication of the Base Prospectus.

This Second Supplement is available on the Luxembourg Stock Exchange’s website (www.bourse.lu).

This Second Supplement has been prepared for the purpose of updating certain information contained in the Base Prospectus as a result of the execution of the Bi-Guarantor Guarantee as further described below.

Update of the information in the section “*Dexia Crédit Local—Recent developments*”

The Issuer confirms the execution of the Bi-Guarantor Guarantee (as defined hereafter) by the Kingdom of Belgium and the Republic of France on 6 December 2021, the French and English languages texts of which (both being equally binding) are set out in the Schedule to this Second Supplement. Accordingly, all references to the Bi-Guarantor Guarantee in the Base Prospectus shall be deemed to be a reference to such documents.

All information in respect of the Bi-Guarantor Guarantee as provided in the Base Prospectus and more specifically in the section entitled “*The Guarantees – The Bi-Guarantor Guarantee*” is confirmed and/or deemed to be amended as follows:

- The Bi-Guarantor Guarantee comes into effect on, and will apply to all Guaranteed Obligations of the Issuer issued or raised on or after 1 January 2022 in accordance with its terms and, as is the case with the Tri-Guarantor Guarantee, is governed by Belgian law and any dispute in relation thereto shall be within the exclusive jurisdiction of the courts of Brussels.
- The extension of the guarantee arrangements under the Tri-Guarantor Guarantee which were scheduled to terminate on 31 December 2021 has been effected by the signature of a new funding guarantee (“*Independent On-Demand Guarantee*”) executed by the Belgian and French States on [6] December 2021 (the “**Bi-Guarantor Guarantee**”) following the amendment and restatement on the same date of the guarantee issuance agreement (“*Convention d’émission de garanties*”) initially entered into by the Belgian and French States, the Grand Duchy of Luxembourg, Dexia SA and the Issuer on 24 January 2013 (the “**Amended and Restated Guarantee Issuance Agreement**”).
- The Bi-Guarantor Guarantee remains an unconditional, irrevocable, several and independent on-demand guarantee and the obligations of the States of Belgium and France also remain several, but not joint, and divided between them in the proportions specified below.
- Luxembourg is not a party to, and does not participate in, the Bi-Guarantor Guarantee and its current 3% share in the Tri-Guarantor Guarantee in respect of Guaranteed Obligations issued or raised by DCL on or prior to 31 December 2021 has, under the Bi-Guarantor Guarantee in respect of Guaranteed Obligations issued or raised by DCL on or after 1 January 2022 been distributed between the Belgian and French States in proportion to their current shares, resulting in a proportion of 53% for Belgium and 47% for France.
- The Tri-Guarantor Guarantee and, *inter alia*, Luxembourg’s obligations thereunder with regard to Guaranteed Obligations issued or raised by DCL on or prior to 31 December 2021, continue to remain in force subject to the terms and conditions thereof.
- From and including 1 January 2022, the aggregate principal amount of the outstanding Guaranteed Obligations benefitting from the Bi-Guarantor Guarantee and the Tri-Guarantor Guarantee as set forth in clause 3 of the Bi-Guarantor Guarantee may not, at any one time, exceed the following limits:
 - EUR 72,000,000,000 for the States of Belgium and France and the Grand Duchy of Luxembourg in aggregate and benefitting from either the Bi-Guarantor Guarantee and/or the Tri-Guarantor Guarantee, as the case may be, and excluding the principal amounts guaranteed under the Independent Interbank Overdrafts Guarantee as defined hereafter;
 - EUR 38,160,000,000 for the Kingdom of Belgium; and
 - EUR 33,840,000,000 for the Republic of France.

- Any subsequent non-compliance with such limits will not affect the rights of the Noteholders benefitting from the Bi-Guarantor Guarantee or the Tri-Guarantor Guarantee with respect to Notes issued before any such limit was exceeded.
- The aggregate principal amount of the Guaranteed Obligations benefitting from the Tri-Guarantor Guarantee outstanding at 31 December 2021 was EUR 48,103,759,709.92.
- The remuneration for the Bi-Guarantor Guarantee is 5 basis points per annum on the Guaranteed Obligations outstanding, payable monthly. Such remuneration will potentially be increased by a conditional deferred commission, payable in the event of both of the following conditions being satisfied: (i) any amount becomes due by the Issuer to the holders of its Fixed to Floating Rate Undated Deeply Subordinated Notes (ISIN FR0010251421) or by Dexia to the holders of its Fixed Rate/Floating Rate Perpetual Non-Cumulative Guaranteed Securities (ISIN XS0273230572) and (ii) the Issuer no longer holds a banking licence in accordance with article L.511-10 of the French Monetary and Financial Code. Amounts payable under such conditional deferred commission will be progressive as from 2022 and will reach an annual rate of 135 basis points on outstanding amounts in 2027.
- In addition, according to the terms of the Amended and Restated Guarantee Issuance Agreement, the Belgian and French States have also entered into a separate independent interbank overdraft guarantee guaranteeing the performance by the Issuer of its payment obligations in principal, interest and incidental amounts under any overdrafts granted to it up to a separate maximum amount of EUR 3 billion (the “**Independent Interbank Overdrafts Guarantee**”).

Update of information in the section “***Risk Factors-Risk Factors relating to the Guarantees***”.

The Issuer confirms that, with respect to those statements expecting the Bi-Guarantor Guarantee to contain similar provisions to those contained in the Tri-Guarantor Guarantee and except as provided below, that is the case, it being understood that, for the purposes of the Bi-Guarantor Guarantee, references to Third Party Beneficiaries shall be deemed to be to that term as defined and set out in Schedule A thereto.

The reference to the expected aggregate principal amount payable under the Bi-Guarantor Guarantee of EUR 75 billion should be read as EUR 72 billion, it being understood that the difference of EUR 3 billion relates to amount covered under the Independent Interbank Overdrafts Guarantee.

References to the Commission Decision dated 28 December 2012 shall be deemed to refer also to the Commission Decision dated 27 September 2019 relating, *inter alia*, to the extension of the guarantee facility provided under the Tri-Guarantor Guarantee by means of the Bi-Guarantor Guarantee.

Update of the information in the section “***Plan of Distribution – Selling Restrictions***”

The paragraph “*Dealers will, in connection with any Notes benefitting from the Bi-Guarantor Guarantee, be required to agree to comply with any similar restrictions (if any) relating to the category of initial subscribers of such Notes as shall be set out in the Bi-Guarantor Guarantee.*” on page 142 of the Base Prospectus shall be replaced with the following paragraph:

“Each Dealer will be required to acknowledge that the Notes benefitting from the Bi-Guarantor Guarantee may only be initially subscribed by investors qualifying as, and accordingly will be required to represent and agree, and each further Dealer appointed under the Programme will be required to represent and agreed, that it has only offered and sold and will only offer and sell such Notes for initial subscription to “**Third Party**”

Beneficiaries" (*Tiers Bénéficiaires*) within the meaning of paragraph (a) or paragraphs (c) to (f) of Schedule A to the Bi-Guarantor Guarantee, namely:

- (a) all “qualified investors” within the meaning of article 2(e) of Regulation 2017/1129 of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended,
- (b) all Qualified Institutional Buyers as defined under the US Securities Act of 1933, and all Accredited Investors as defined by Rule 501 of Regulation D implementing the US Securities Act of 1933,
- (c) the European Central Bank as well as any other central bank (whether or not it is established in a country of the European Union),
- (d) all credit institutions as defined by Regulation 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms, namely: “an undertaking the business of which is to take deposits or other repayable funds from the public and to grant credits for its own account”, whether or not established in the European Economic Area,
- (e) social security and assimilated organisations, state-owned enterprises, public or para-public authorities and entities in charge of a mission of general interest, supranational and international institutions, and
- (f) other institutional or professional investors; “**institutional or professional investors**” means financial holding companies, investments firms, other approved or regulated financial institutions, insurance companies, undertakings for collective investment and their management companies, professional retirement institutions and their management companies, and intermediaries in commodity derivatives.”

SCHEDULE

TEXT OF THE BI-GUARANTOR GUARANTEE

GARANTIE AUTONOME À PREMIÈRE DEMANDE

Le **ROYAUME DE BELGIQUE**, pour 53 %, et

la **RÉPUBLIQUE FRANÇAISE**, pour 47 %, (les “**États**”)

garantissent par la présente inconditionnellement et irrévocablement, conjointement mais non solidairement, chacun à la hauteur de sa quote-part mentionnée ci-dessus et selon les modalités et conditions fixées par la présente garantie (la “**Garantie**”), l’exécution par Dexia Crédit Local SA (agissant à partir de ses siège ou succursales, “**DCL**”) de ses obligations de paiement, en principal, intérêts et accessoires, au titre des Obligations Garanties visées ci-dessous.

1. **Définitions**

Dans la présente Garantie :

“**Contrats**” signifie les prêts, avances et dépôts visés au paragraphe (b) de la définition d’« Obligations Garanties » ;

“**Détenteurs de Titres**” signifie les détenteurs de Titres et Instruments Financiers autres que les Tiers Bénéficiaires ;

“**Devises Étrangères**” signifie le dollar des Etats-Unis d’Amérique (USD), le dollar canadien (CAD), la livre sterling (GBP), le yen (JPY) et le franc suisse (CHF) ;

“**Engagement Global**” a la signification donnée à l’article 3(b) ;

“**Jour Ouvré**” signifie un jour, autre qu’un samedi ou un dimanche, où les banques sont ouvertes en France et en Belgique, à condition :

- (a) s’il s’agit d’un jour où un paiement d’Obligations Garanties libellées en Devises Étrangères doit être effectué, que ce jour soit également un jour où les banques du principal centre financier de l’état de cette devise sont ouvertes ; ou
- (b) s’il s’agit d’un jour où un paiement d’Obligations Garanties libellées en euros doit être effectué, que ce jour soit également un jour où le système de paiement Trans-European Automated Real-Time Gross Settlement Express Transfer fonctionne pour la réalisation d’opérations de paiement en euros ;

“**Obligations Garanties**” signifie :

- (a) les titres et instruments financiers émis par DCL, initialement souscrits par des Tiers Bénéficiaires, qui répondent aux critères prévus à l’Annexe B (Obligations Garanties), à l’exclusion (i) des titres et instruments financiers dont les modalités prévoient expressément qu’ils sont exclus du bénéfice de la Garantie, et (ii) des titres et instruments financiers qui bénéficient de la garantie de l’un des deux États à hauteur

de 100 % de leur montant en vertu d'une garantie spécifique et séparée ou qui bénéficient d'une garantie spécifique, conjointe mais non solidaire, des deux États ; et

- (b) les prêts, avances et dépôts accordés à DCL, non représentés par un titre ou instrument financier, qui répondent aux critères prévus à l'Annexe B (*Obligations Garanties*), et dont le créancier est un Tiers Bénéficiaire autre qu'un établissement de crédit visé au point (d) de l'Annexe A (*Tiers Bénéficiaires*).

“**Tiers Bénéficiaires**” a la signification donnée à l'Annexe A (*Tiers Bénéficiaires*) ; et

“**Titres et Instruments Financiers**” et/ou “**Titre(s) ou Instrument(s) Financier(s)**”, selon le cas, signifie les titres et instruments financiers visés au paragraphe (a) de la définition d'« **Obligations Garanties** ».

2. Nature de la Garantie

- (a) La Garantie est autonome et payable à première demande. En cas d'appel à la Garantie conformément aux articles 4 et 5, les États renoncent dès lors (sans préjudice de leurs droits envers DCL) à invoquer tout moyen de défense ou toute exception relatifs aux Obligations Garanties ou au non respect par DCL de ses obligations envers les États ainsi que tout autre moyen de défense ou toute autre exception que DCL pourrait faire valoir envers les Tiers Bénéficiaires ou Détenteurs de Titres pour en refuser le paiement, et les États seront tenus envers les Tiers Bénéficiaires ou les Détenteurs de Titres comme s'ils étaient les débiteurs principaux des Obligations Garanties selon les termes de celles-ci, à concurrence de leur quote-part respective. En particulier, les obligations des États en vertu de la présente Garantie ne seront pas éteintes ou affectées par :
 - (i) la cessation des paiements (que ce soit au sens du code de commerce ou du code monétaire et financier français), l'insolvabilité, la dissolution, la radiation ou tout autre changement de statut de DCL ;
 - (ii) l'illégalité des Obligations Garanties ;
 - (iii) l'illégalité des obligations de l'autre État en vertu de la présente Garantie, ou le non respect par l'autre État de ces obligations ;
 - (iv) tout délai de grâce, accord de conciliation ou autre concession similaire consenti à DCL par les titulaires des Obligations Garanties ou imposé par une autorité judiciaire ou un auxiliaire de justice ;
 - (v) la survenance de toute procédure collective (sauvegarde, sauvegarde accélérée, sauvegarde financière accélérée, redressement judiciaire, liquidation judiciaire ou autre procédure similaire), la dépréciation ou la conversion des Obligations Garanties en application de l'instrument de renflouement interne dans le cadre d'une procédure de résolution, la désignation d'un administrateur provisoire ou toute autre mesure adoptée par l'Autorité de contrôle prudentiel et de résolution ou toute autre autorité de régulation compétente à l'égard de DCL ;
ou
 - (vi) toute autre cause d'extinction des Obligations Garanties, sauf leur complet paiement.

- (b) Le bénéfice de la présente Garantie subsistera si un paiement reçu par un Tiers Bénéficiaire ou un Détenteur de Titres et imputé sur les Obligations Garanties est ultérieurement annulé ou déclaré inopposable aux créanciers de l'auteur du paiement, doit être restitué à DCL ou à un tiers par ce Tiers Bénéficiaire ou Détenteur de Titres, ou s'avère ne pas avoir été effectivement reçu par ce Tiers Bénéficiaire ou Détenteur de Titres.
- (c) Les Tiers Bénéficiaires ou Détenteurs de Titres ne seront pas tenus, en vue d'exercer leurs droits en vertu de la présente Garantie, d'adresser une quelconque mise en demeure à DCL, d'agir contre DCL, ou d'introduire une créance dans une quelconque procédure d'insolvabilité relative à DCL.
- (d) Aucune cause de déchéance du terme des Obligations Garanties, qu'elle soit d'origine légale (notamment en cas de procédure de liquidation judiciaire à l'égard de DCL) ou contractuelle (notamment sous la forme d'un event of default, event of termination ou cross-default), ne sera opposable aux États. En conséquence, tout appel en Garantie n'entraînera une obligation de paiement par les États que selon l'échéancier normal des Obligations Garanties (étant entendu que (i) les effets de toute clause de résiliation anticipée non liée à la survenance d'un cas de défaut, tel que l'exercice par un Tiers Bénéficiaire ou Détenteur de Titres de certains puts contractuels, sont considérés comme faisant partie de l'échéancier normal des Obligations Garanties, et que (ii) tout appel en Garantie devra être renouvelé aux dates d'échéances ultérieures des Obligations Garanties). En outre, pour pouvoir faire appel à la Garantie, un Tiers Bénéficiaire ou Détenteur de Titres ne peut pas avoir invoqué ou invoquer une quelconque déchéance du terme à l'encontre de DCL (sauf le cas échéant les causes de déchéance qui se seraient produites de plein droit sans intervention du Tiers Bénéficiaire ou Détenteur de Titres concerné, notamment en cas d'ouverture d'une procédure de liquidation judiciaire à l'égard de DCL).

3. Quote-part des États et plafond global de la Garantie

- (a) Chacun des États garantit les Obligations Garanties à hauteur de la quote-part indiquée en tête de la présente Garantie. Cette quote-part s'entend par Obligation Garantie et par appel à la Garantie au sens des articles 4(b) ou 5(c) de la présente Garantie.
- (b) L'Engagement Global des États ne peut à aucun moment excéder les plafonds suivants, étant entendu que les montants en intérêts et accessoires dus sur les montants en principal ainsi limités sont garantis au-delà de ces plafonds :
 - (i) € 72 milliards pour les deux États et le Grand-Duché de Luxembourg ensemble ;
 - (ii) € 38,16 milliards pour le Royaume de Belgique ; et
 - (iii) € 33,84 milliards pour la République française.

Par “**Engagement Global**”, il est entendu la totalité de l'encours en principal (ceci étant entendu, dans le cas d'obligations *zero-coupon*, du principal dû à l'échéance et, dans le cas d'obligations prévoyant une capitalisation des intérêts, du principal incluant les intérêts capitalisés) des obligations garanties par chacun des États ou par le Grand-Duché de Luxembourg en vertu de la présente Garantie ou de toute autre garantie accordée conformément à la convention de garantie autonome datée du 16

décembre 2011, à la convention d'émission de garanties datée du 24 janvier 2013 ou à la convention d'émission de garanties datée du 6 décembre 2021, telles que celles-ci ont été ou pourront être modifiées (les obligations garanties en vertu de la convention de garantie autonome du 9 décembre 2008 ainsi que les découverts interbancaires garantis en vertu de la convention d'émission de garanties datée du 6 décembre 2021 n'étant toutefois pas pris en compte pour le calcul de l'Engagement Global).

Le respect des plafonds ci-dessus sera apprécié lors de toute nouvelle émission ou conclusion d'Obligations Garanties, en tenant compte de cette nouvelle émission ou conclusion. Ainsi, les financements émis ou conclus par DCL qui répondent aux critères prévus à l'Annexe B (*Obligations Garanties*) de la présente Garantie (et dont les modalités ne prévoient pas expressément qu'ils sont exclus du bénéfice de la Garantie) bénéficient de la garantie des États si et dans la mesure où l'Engagement Global ne dépasse lors de leur émission ou conclusion aucun de ces plafonds, en tenant compte du montant en principal de toutes les Obligations Garanties (c'est-à-dire tant les obligations garanties par chacun des États ou par le Grand-Duché de Luxembourg en vertu de la présente Garantie ou de toute autre garantie accordée conformément à la convention de garantie autonome datée du 16 décembre 2011, à la convention d'émission de garanties datée du 24 janvier 2013 ou à la convention d'émission de garanties datée du 6 décembre 2021 qui ont été émises ou conclues antérieurement, que ces nouvelles Obligations Garanties) et, pour celles qui sont libellées en Devises Étrangères, de la contre-valeur en euros de leur encours en principal au taux de référence du jour de cette nouvelle émission ou conclusion d'Obligations Garanties publié à cette date par la Banque Centrale Européenne.

L'éventuel non-respect ultérieur de ces plafonds par DCL n'affectera pas les droits des Tiers Bénéficiaires et Détenteurs de Titres au titre de la Garantie quant aux Obligations Garanties émises ou conclues avant ce dépassement de plafond.

4. Garantie des Titres et Instruments Financiers

- (a) Sans qu'il soit besoin d'aucune formalité, la Garantie couvre tous Titres ou Instruments Financiers initialement émis à destination de Tiers Bénéficiaires, et reste attachée à ces Titres ou Instruments Financiers nonobstant leur cession ou transfert à tout autre Tiers Bénéficiaire ou Détenteur de Titres. Les Détenteurs de Titres pourront dès lors également faire appel à la Garantie dans les conditions prévues à la présente Garantie.
- (b) Tout Tiers Bénéficiaire ou Détenteur de Titre, ou tout mandataire, agent, organisme de liquidation ou trustee agissant pour le compte de ceux-ci, peut faire appel à la Garantie, par simple notification adressée à chacun des États dans le délai visé à l'article 8(b). La notification contiendra l'identification des Titres ou Instruments Financiers concernés ainsi que des sommes impayées et la justification des droits de l'appelant sur ces Titres ou Instruments Financiers.

5. Garantie des Contrats

- (a) Sans qu'il soit besoin d'aucune formalité, la Garantie couvre tous Contrats conclus avec des Tiers Bénéficiaires, et reste attachée à ces Contrats nonobstant leur cession ou transfert à tout autre Tiers Bénéficiaire. La Garantie des Contrats ne bénéficiera pas

aux cessionnaires ou bénéficiaires d'un transfert qui n'auraient pas la qualité de Tiers Bénéficiaire.

- (b) Seule DCL peut faire appel à la Garantie des Contrats, dans les conditions convenues entre celle-ci et les États.
- (c) Nonobstant le paragraphe (b), si une procédure de liquidation judiciaire est ouverte à l'égard de DCL, tout Tiers Bénéficiaire titulaire de Contrats, ou tout mandataire, agent, organisme de liquidation ou trustee agissant pour le compte de ceux-ci, pourra toutefois faire appel à la Garantie, par simple notification adressée à chacun des États dans le délai visé à l'article 8(b). La notification contiendra l'identification des Contrats concernés ainsi que des sommes impayées et la justification des droits de l'appelant sur ces Contrats. Il est bien entendu qu'aucune déchéance du terme résultant de cette procédure de liquidation judiciaire ne sera opposable aux États et que l'appel en Garantie n'entraînera une obligation de paiement par les États que selon l'échéancier normal de ces Contrats (les effets de toute clause de résiliation anticipée non liée à la survenance d'un cas de défaut, tel que l'exercice par le Tiers Bénéficiaire concerné de certains puts contractuels, étant considérés comme faisant partie de l'échéancier normal des Contrats).
- (d) Nonobstant le paragraphe (b) et sans préjudice du paragraphe (c), les États pourront, sur demande de DCL et à leur seule discrétion, autoriser certains Tiers Bénéficiaires nommément désignés, certaines catégories de Tiers Bénéficiaires ou les Tiers Bénéficiaires titulaires de certaines catégories de Contrats, à faire appel à la Garantie des Contrats dont ils seraient titulaires. Les États pourront subordonner leur autorisation à la mise en place des arrangements qui leur paraîtront souhaitables en matière notamment de transmission par DCL de toutes informations relatives aux Contrats détenus par ces Tiers Bénéficiaires, et pourront prévoir que tout appel à la garantie des Contrats par ces Tiers Bénéficiaires doit être accompagné des justificatifs que les États considéreront appropriés.

6. Exécution de la Garantie

- (a) Chacun des États procède au règlement, dans la devise de l'Obligation Garantie à concurrence de sa quote-part, au profit des Tiers Bénéficiaires ou des Détenteurs de Titres, du montant dû au titre de tout appel à la Garantie conformément aux dispositions de la présente Garantie. Les règlements auront lieu dans les cinq Jours Ouvrés (ou, s'il s'agit d'Obligations Garanties libellées en dollars américains avec une maturité initiale inférieure ou égale à un an, dans les trois Jours Ouvrés) suivant la réception de l'appel à la Garantie et incluront les intérêts de retard dus conformément aux modalités de l'Obligation Garantie concernée jusqu'à la date de règlement.
- (b) Les paiements effectués le seront en fonds immédiatement disponibles par l'intermédiaire de tout système de compensation approprié ou mécanisme de services institutionnels ou, à défaut, directement.
- (c) Chaque État sera immédiatement et de plein droit subrogé dans la totalité des droits des Tiers Bénéficiaires ou des Détenteurs de Titres à l'encontre de DCL au titre de l'Obligation Garantie concernée, à concurrence de la somme payée par lui.

A l'attention de Monsieur le Gouverneur
Boulevard de Berlaimont, 14
1000 Bruxelles

**République
française :**

Ministre de l'Economie et des Finances
A l'attention de M. le Directeur Général du Trésor
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75572 Paris Cedex 12
Courriel : emmanuel.moulin@dgtresor.gouv.fr;
sec-dgtresor@dgtresor.gouv.fr

avec copie à :

Banque de France
A l'attention de M. le Gouverneur
31, rue Croix-des-Petits-Champs
75001 Paris
Courriel : secretariat.gouv@banque-france.fr

10. Langue, droit applicable et litige

- (a) La présente Garantie est établie en français et en anglais, les deux langues faisant également foi.
- (b) La présente Garantie est régie par le droit belge. Tout différend relèvera de la compétence exclusive des tribunaux de Bruxelles.

Fait le 6 décembre 2021.

LE ROYAUME DE BELGIQUE

Vincent Van Peteghem
Vice-Premier Ministre et Ministre des Finances

LA RÉPUBLIQUE FRANÇAISE

Bruno Le Maire
Ministre de l'Économie, des Finances et de la Relance

ANNEXE A TIERS BÉNÉFICIAIRES

Par “**Tiers Bénéficiaires**”, il y a lieu d’entendre :

- (a) tous les “investisseurs qualifiés” au sens du point e) de l’article 2, du règlement 2017/1129 du 14 juin 2017 concernant le prospectus à publier en cas d’offre au public de valeurs mobilières ou en vue de l’admission de valeurs mobilières à la négociation sur un marché réglementé, tel que modifié,
- (b) tous les Qualified Institutional Buyers tels que définis dans le US Securities Act de 1933, et tous les Accredited Investors tels que définis par la Règle 501 de la Regulation D adoptée pour l’application du US Securities Act de 1933,
- (c) la Banque centrale européenne ainsi que toute autre banque centrale (qu’elle soit établie dans un pays de l’Union européenne ou non),
- (d) tous les établissements de crédit tels que définis par le règlement 575/2013 du 26 juin 2013 concernant les exigences prudentielles applicables aux établissements de crédit et aux entreprises d’investissement, à savoir : “une entreprise dont l’activité consiste à recevoir du public des dépôts ou d’autres fonds remboursables et à octroyer des crédits pour son propre compte”, établis ou non dans l’Espace Economique Européen,
- (e) les organismes de sécurité sociale et assimilés, les entreprises publiques, les autorités et entités publiques ou parapubliques chargées d’une mission d’intérêt général, les institutions supranationales et internationales, et
- (f) les autres investisseurs institutionnels ou professionnels ; par “investisseurs institutionnels ou professionnels”, il y a lieu d’entendre les compagnies financières, les entreprises d’investissement, les autres établissements financiers agréés ou réglementés, les entreprises d’assurances, les organismes de placement collectif et leurs sociétés de gestion, les institutions de retraite professionnelle et leurs sociétés de gestion, et les intermédiaires en instruments dérivés sur matières premières,

en ce compris les filiales du groupe Dexia, et notamment DCL elle-même, qui satisfont aux critères des paragraphes (a), (b), (d) ou (f) ci-dessus, mais uniquement dans la mesure où les Titres et Instruments Financiers (et en aucun cas pour ce qui concerne les Contrats) qui ont été souscrits par celles-ci sont destinés à être transférés (sous quelque forme que ce soit, en ce compris sous la forme de *repos* ou de prêts d’instruments financiers) à des Tiers Bénéficiaires non contrôlés (directement ou indirectement) par Dexia SA ou DCL (dont la Banque centrale européenne, une banque centrale nationale membre du Système européen des banques centrales ou un dépositaire agissant pour le compte de ces dernières) en contrepartie de financements levés par lesdites filiales auprès de ces Tiers Bénéficiaires entre le 1^{er} janvier 2022 et le 31 décembre 2031, ces Titres et Instruments Financiers ne bénéficiant de la Garantie qu’à compter de la date de leur transfert à, et aussi longtemps qu’ils sont détenus par, de tels Tiers Bénéficiaires.

Il est précisé que lorsqu’un intermédiaire intervient comme banque garante (“**underwriter**”, “**manager**” ou assimilé) dans le cadre d’une émission de Titres ou Instruments Financiers, et dans ce contexte acquiert ou souscrit ces Titres ou Instruments Financiers en vue de leur revente immédiate auprès d’investisseurs finaux, il est requis que tant ceux-ci que celui-là aient la qualité de Tiers Bénéficiaires.

Pour l'interprétation des dispositions des paragraphes (a) à (f) ci-dessus, il est renvoyé, par dérogation à l'article 10 de la Garantie, aux statuts, actes et traités fondateurs, selon les cas, des Tiers Bénéficiaires concernés.

ANNEXE B OBLIGATIONS GARANTIES

La Garantie porte sur l'intégralité des financements initialement levés auprès de Tiers Bénéficiaires, avec une durée inférieure ou égale à dix ans, non assortis de sûretés réelles et non-subordonnés, soit sous forme de Contrats conclus par DCL soit sous forme de Titres ou Instruments Financiers émis par DCL, dont la souscription est restreinte aux Tiers Bénéficiaires, dont la devise est l'euro ou une Devise Étrangère, dès lors que ces financements ont été conclus ou émis par DCL entre le 1^{er} janvier 2022 et le 31 décembre 2031, étant entendu que les dépôts et autres Contrats à vue ou à échéance indéterminée sont censés être conclus de jour à jour de sorte que ces dépôts et autres Contrats sont susceptibles de bénéficier de la Garantie s'ils existent au 1^{er} janvier 2022 et cessent en toute hypothèse d'en bénéficier le lendemain du 31 décembre 2031.

Sont explicitement inclus dans les Obligations Garanties aux conditions définies à l'alinéa précédent :

- (a) les Contrats suivants : les prêts, dépôts et avances non interbancaires à terme et à durée indéterminée en euros ou en Devises Étrangères (dont les dépôts à vue, les dépôts d'institutionnels non bancaires, les dépôts de fiduciaires et les dépôts accordés par des investisseurs institutionnels en leur nom mais en qualité d'agent pour leurs clients, en ce compris dans le cadre de services communément appelés « sweep deposit services » aux États-Unis, pour autant que ces clients qualifient de Tiers Bénéficiaires autres qu'un établissement de crédit visé au point (d) de l'Annexe A (*Tiers Bénéficiaires*)), et les dépôts des banques centrales en euros ou en Devises Étrangères ;
- (b) les Titres et Instruments Financiers suivants : les *commercial papers*, les *certificates of deposit*, les titres de créance négociables et titres assimilés (notamment les *Namensschuldverschreibungen* de droit allemand), les obligations et les *Medium Term Notes*, libellés en euros ou en Devises Étrangères ;

à l'exclusion :

- (i) des obligations foncières et titres ou emprunts assimilés bénéficiant d'un privilège légal ou d'un mécanisme contractuel visant aux mêmes fins (par exemple, "*covered bonds*" et "*repos bilatéraux et tripartites*") ;
- (ii) des prêts, dépôts, titres et instruments financiers subordonnés ;
- (iii) des titres et instruments financiers de capital hybride et de capital ;
- (iv) de tout instrument dérivé (notamment de taux et de change), et de tout titre ou instrument financier lié à un instrument dérivé ; et
- (v) des prêts, dépôts, avances et découverts interbancaires en euro ou en Devises Étrangères.

Il est précisé, pour autant que de besoin, que les Titres et Instruments Financiers souscrits par les filiales du groupe Dexia selon les modalités fixées à l'Annexe A (*Tiers Bénéficiaires*) peuvent avoir la qualité d'Obligations Garanties nonobstant le fait que les financements levés par ces filiales au moyen de leur mobilisation auprès de tiers extérieurs au groupe Dexia ne constituent pas des Obligations Garanties.

INDEPENDENT ON-DEMAND GUARANTEE

The **KINGDOM OF BELGIUM**, for 53%, and
the **FRENCH REPUBLIC**, for 47%, (the “**States**”)

hereby unconditionally and irrevocably, severally but not jointly, each to the extent of its percentage share indicated above and in accordance with the terms and conditions set forth in this guarantee (the “**Guarantee**”), guarantee the performance by Dexia Crédit Local SA (acting through its head office or any of its branches, “**DCL**”) of its payment obligations, in principal, interest and incidental amounts, under the Guaranteed Obligations referred to below.

1. **Definitions**

In this Guarantee:

“**Aggregate Commitment**” has the meaning defined in Clause 3(b);

“**Business Day**” means a day, other than a Saturday or Sunday, on which banks are open in France and in Belgium, provided that:

- (a) if it is a day on which a payment of Guaranteed Obligations denominated in a Foreign Currency is to be made, that day is also a day on which banks are open in the main financial centre of the state of such currency; or
- (b) if it is a day on which a payment of Guaranteed Obligations denominated in euro is to be made, that day is also a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer payment system is open for the settlement of payments in euro;

“**Contracts**” means the loans, advances and deposits referred to in paragraph (b) of the definition of “Guaranteed Obligations”;

“**Foreign Currencies**” means US dollar (USD), Canadian dollar (CAD), pound sterling (GBP), yen (JPY) and Swiss franc (CHF);

“**Guaranteed Obligations**” means:

- (a) the securities and financial instruments issued by DCL, initially subscribed by Third-Party Beneficiaries, which meet the criteria set out in Schedule B (*Guaranteed Obligations*), excluding (i) the securities and financial instruments the terms of which expressly provide that they are excluded from the benefit of this Guarantee, and (ii) the securities and financial instruments which benefit from the guarantee of either State up to 100% of their amount pursuant to a specific and distinct guarantee, or which benefit from a specific and several but not joint guarantee from the two States; and
- (b) the loans, advances and deposits granted to DCL, which are not represented by a security or financial instrument, which meet the criteria set out in Schedule B (*Guaranteed Obligations*), and the creditor of which is a Third-Party Beneficiary other

than a credit institution as referred to in item (d) of Schedule A (*Third-Party Beneficiaries*).

“Securities and Financial Instruments” and/or **“Security(ies) or Financial Instrument(s)”**, as appropriate, means the securities and financial instruments referred to in paragraph (a) of the definition of “Guaranteed Obligation”;

“Security Holders” means the holders of Securities and Financial Instruments other than Third-Party Beneficiaries; and

“Third-Party Beneficiary” has the meaning set forth in Schedule A (*Third-Party Beneficiaries*).

2. **Nature of the Guarantee**

- (a) This Guarantee is an independent guarantee and is payable on first demand. In the event of a Guarantee call being made in accordance with Clauses 4 and 5, the States waive the right (without prejudice to their rights against DCL) to raise any defence or any exception relating to the Guaranteed Obligations or the non-compliance by DCL with its obligations towards the States as well as any other defence or exception whatsoever that DCL could assert against the Third-Party Beneficiaries or Security Holders to refuse payment, and the States shall be liable towards the Third-Party Beneficiaries or Security Holders as if they were the primary debtors of the Guaranteed Obligations in accordance with the terms thereof, each to the extent of its percentage share. In particular, the States’ obligations under this Guarantee shall not be terminated or affected by:
- (i) the cessation of payments (whether within the meaning of the French Commercial Code or the French Monetary and Financial Code), insolvency, dissolution, deregistration or any other change in the status of DCL;
 - (ii) the illegality of the Guaranteed Obligations;
 - (iii) the illegality of the obligations of the other State under this Guarantee, or the non-compliance by the other State with such obligations;
 - (iv) any grace period, conciliation agreement or other similar concession granted to DCL by the holders of the Guaranteed Obligations or imposed by a judicial authority or a judicial assistant (*auxiliaire de justice*);
 - (v) the occurrence of any collective proceedings (safeguard, accelerated safeguard, accelerated financial safeguard, judicial redress, judicial liquidation or other similar proceedings), the write-down or conversion of Guaranteed Obligations pursuant to the application of the bail-in tool in the context of a resolution process, the appointment of a provisional administrator or any other measure adopted by the Autorité de contrôle prudentiel et de résolution or any other regulatory authority with jurisdiction in respect of DCL; or
 - (vi) any other ground for termination of the Guaranteed Obligations, save for their payment in full.
- (b) The benefit of this Guarantee shall be maintained if a payment received by a Third-Party Beneficiary or a Security Holder and applied towards satisfaction of the

Guaranteed Obligations is subsequently voided or declared invalid vis-à-vis the creditors of the maker of such payment, becomes repayable by such Third-Party Beneficiary or Security Holder to DCL or a third party, or proves not to have been effectively received by such Third-Party Beneficiary or Security Holder.

- (c) The Third-Party Beneficiaries or Security Holders will not be required, in order to exercise their rights under this Guarantee, to make any demand against DCL, to take any action against DCL or to file claims in any insolvency proceedings relating to DCL.
- (d) No ground for acceleration of payment of the Guaranteed Obligations, whether statutory (for example in the case of judicial liquidation proceedings with respect to DCL) or contractual (for example in the case of an event of default, event of termination or cross-default), will be enforceable against the States. Consequently, Guarantee calls shall lead to payment obligations of the States only in accordance with the normal payment schedule of the Guaranteed Obligations (it being understood that (i) the effects of any early termination clause which is not related to the occurrence of an event of default, such as the exercise by a Third-Party Beneficiary or Security Holder of certain contractual put options, are deemed part of the normal payment schedule of the Guaranteed Obligations, and that (ii) Guarantee calls will need to be renewed on all subsequent maturity dates of the Guaranteed Obligations). Further, in order to be entitled to call on this Guarantee, a Third-Party Beneficiary or a Security Holder may not have raised or raise any ground for acceleration against DCL (except, if applicable, those grounds for acceleration which would have occurred by operation of law without any action from the relevant Third-Party Beneficiary or Security Holder, for example upon the opening of judicial liquidation proceedings with respect to DCL).

3. **Percentage share contribution of the States and overall limit of the Guarantee**

- (a) Each of the States shall guarantee the Guaranteed Obligations up to the percentage share indicated on the first page of this Guarantee. Such percentage share shall apply per Guaranteed Obligation and per Guarantee call within the meaning of Clauses 4(b) or 5(c) of this Guarantee.
- (b) The Aggregate Commitment of the States may not at any time exceed the following limits, it being understood that the interest and incidental amounts due on the principal amounts so limited are guaranteed beyond these limits:
 - (i) €72 billion for the two States and the Grand Duchy of Luxembourg in aggregate;
 - (ii) €38.16 billion for the Kingdom of Belgium; and
 - (iii) €33.84 billion for the French Republic.

“**Aggregate Commitment**” means the aggregate principal amount (being, in respect of zero-coupon bonds, the principal amount payable at maturity and, in respect of bonds the terms of which provide for the compounding of interest, the principal amount including compounded interest) of the outstanding obligations guaranteed by each of the States or by the Grand Duchy of Luxembourg under this Guarantee or any other guarantee granted pursuant to the independent guarantee agreement dated 16

December 2011, the agreement for the issuance of guarantees dated 24 January 2013 or the agreement for the issuance of guarantees dated 6 December 2021, each as amended from time to time (the obligations guaranteed pursuant to the independent guarantee agreement dated 9 December 2008 and the interbank overdrafts guaranteed pursuant to the agreement for the issuance of guarantees dated 6 December 2021, however, shall not be taken into account for the calculation of the Aggregate Commitment).

Compliance with the above-mentioned limits will be assessed at the time of each new issuance, or entry into, of Guaranteed Obligations, taking into account such new issuance or entry into. Therefore, the financings issued or entered into by DCL that meet the criteria set out in Schedule B (*Guaranteed Obligations*) of this Guarantee (and the terms of which do not expressly provide that they are excluded from the benefit of this Guarantee) shall benefit from the States' guarantee if and to the extent that the Aggregate Commitment does not exceed, at the time of their issuance or at the time they are entered into, any of these limits, taking into account the principal amount of all Guaranteed Obligations (*ie* the obligations guaranteed by each of the States or by the Grand Duchy of Luxembourg under this Guarantee or any other guarantee granted pursuant to the independent guarantee agreement dated 16 December 2011, the agreement for the issuance of guarantees dated 24 January 2013 or the agreement for the issuance of guarantees dated 6 December 2021 that were issued or entered into prior to such time, as well as such new Guaranteed Obligations) and, in respect of Guaranteed Obligations denominated in Foreign Currencies, the euro equivalent of their outstanding principal amount converted at the reference rate of the day of such new issuance, or entry into, of Guaranteed Obligations as published on that day by the European Central Bank.

Any subsequent non-compliance with such limits by DCL will not affect the rights of the Third-Party Beneficiaries and Security Holders under the Guarantee with respect to the Guaranteed Obligations issued or entered into before a limit was exceeded.

4. **Guarantee of Securities and Financial Instruments**

- (a) Without the need for any formality, the Guarantee shall cover all Securities or Financial Instruments initially issued to Third-Party Beneficiaries, and shall remain attached to such Securities or Financial Instruments notwithstanding their sale or transfer to any other Third-Party Beneficiary or Security Holder. Consequently, Security Holders may also call on the Guarantee subject to the conditions set forth in this Guarantee.
- (b) Any Third-Party Beneficiary or Security Holder, or any proxy holder, agent, settlement institution or trustee acting for the account of the former, may call on the Guarantee by simple notice delivered to each of the States within the time limit provided for in Clause 8(b). The notice shall include the identification of the relevant Securities or Financial Instruments as well as the unpaid amounts, and evidence of the rights of the party calling on the Guarantee to such Securities or Financial Instruments.

5. **Guarantee of Contracts**

- (a) Without the need for any formality, the Guarantee shall cover all Contracts entered into with Third-Party Beneficiaries, and shall remain attached to those Contracts notwithstanding their sale or transfer to any other Third-Party Beneficiary. The benefit

of the Contracts Guarantee shall not be available to assignees or transferees that do not qualify as Third-Party Beneficiaries.

- (b) The Contracts Guarantee can only be called by DCL, subject to the conditions agreed upon between DCL and the States.
- (c) Notwithstanding paragraph (b), if judicial liquidation proceedings are commenced with respect to DCL, any Third-Party Beneficiary holding a Contract, or any proxy holder, agent, settlement institution or trustee acting for the account of the former, may nevertheless call on the Guarantee by simple notice delivered to each of the States within the time limit provided for in Clause 8(b). The notice shall include the identification of the relevant Contracts as well as the unpaid amounts, and evidence of the rights of the party calling on the Guarantee to such Contracts. For the avoidance of doubt, no ground for acceleration of payment resulting from these judicial liquidation proceedings will be enforceable against the States, and the Guarantee call shall lead to payment obligations of the States only in accordance with the normal payment schedule of such Contracts (it being understood that the effects of any early termination clause which is not related to the occurrence of an event of default, such as the exercise by the relevant Third-Party Beneficiary of certain contractual put options, are deemed part of the normal payment schedule of the Contracts).
- (d) Notwithstanding paragraph (b) and without prejudice to paragraph (c), the States may, upon request from DCL and at their sole discretion, authorise certain Third-Party Beneficiaries identified by name, certain categories of Third-Party Beneficiaries or the Third-Party Beneficiaries holding certain categories of Contracts, to call on the Guarantee of the Contracts they hold. The States may subject their authorisation to such arrangements as they deem desirable regarding in particular the delivery by DCL of information relating to the Contracts held by such Third-Party Beneficiaries, and may provide that any guarantee call of the Contracts by such Third-Party Beneficiaries must be accompanied by such supporting documentation as the States deem appropriate.

6. **Performance of the Guarantee**

- (a) Each of the States shall pay to the Third-Party Beneficiaries or Security Holders, up to its percentage share and in the currency of the Guaranteed Obligation, the amount due pursuant to any call on this Guarantee in accordance with the provisions of this Guarantee. Payments shall be made within five Business Days (or, in the case of Guaranteed Obligations denominated in U.S. dollar with an initial maturity not exceeding one year, within three Business Days) following receipt of the Guarantee call, and shall include late payment interest accrued in accordance with the terms of the relevant Guaranteed Obligation until the payment date.
- (b) Payments shall be made in directly available funds via any appropriate clearing system or institutional service mechanism or, failing which, directly.
- (c) Each State shall immediately and automatically be subrogated in all rights of the Third-Party Beneficiaries or Security Holders against DCL pursuant to the relevant Guaranteed Obligation, up to the amount paid by it.

7. **Withholding tax**

- (a) All payments referred to in Clause 6(a) shall be made by the States free and clear of any withholding unless such withholding is required by law. If a withholding must be made on behalf of a State in respect of payments referred to in Clause 6(a), no additional amount shall be due by such State by reason of such withholding.
- (b) For the avoidance of doubt, if DCL makes any payment of a Guaranteed Obligation subject to a withholding in circumstances where such withholding is required by law and does not give rise, pursuant to the terms and conditions of the relevant Guaranteed Obligation, to an obligation for DCL to pay any additional amount, such withholding shall not constitute a default by DCL justifying a call on this Guarantee.

8. **Effective date of the Guarantee, duration and amendments**

- (a) The Guarantee only covers Guaranteed Obligations which are issued or entered into on or after 1 January 2022.
- (b) The right to call on the Guarantee with respect to any amount due and unpaid in relation to a Guaranteed Obligation shall expire at the end of the 90th day following the date on which such amount became due or, in the circumstances mentioned in Clause 2(b), at the end of the 90th day following the date of the event mentioned in such Clause 2(b).
- (c) The States may at any time, by mutual consent and without prejudice to their obligations to DCL, terminate or amend the terms of this Guarantee. This Guarantee shall automatically terminate in the event of a transfer by Dexia SA to a third party of the direct or indirect control over DCL. Any termination or amendment will be communicated to the market in accordance with the applicable regulations. The termination or amendment will have no effect with regard to the Guaranteed Obligations issued or entered into before such termination or amendment is communicated to the market.
- (d) For the purposes of paragraphs (a) and (b), demand deposits and other demand Contracts or Contracts with an undefined maturity are deemed to be entered into on a rolling daily basis, so that such deposits and other Contracts may benefit from the Guarantee if they exist on 1 January 2022, and will be affected by a termination of, or amendment to, the Guarantee as from the day following the communication thereof to the market in accordance with paragraph (c).

9. **Notifications**

Any Guarantee call or other notification to the States shall be delivered to each of the States at the following addresses and numbers:

Kingdom of Belgium:	FPS Finance To the attention of the General Administrator of the Treasury Avenue des Arts, 30 1040 Brussels Email: garantie.waarborg@minfin.fed.be
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with a copy to: National Bank of Belgium
To the attention of the Governor
Boulevard de Berlaimont, 14
1000 Brussels

French Republic: Minister of Economy and Finance
To the attention of the General Director of the Treasury
139, rue de Bercy
75572 Paris Cedex 12
Email: emmanuel.moulin@dgtresor.gouv.fr;
sec-dgtresor@dgtresor.gouv.fr

with a copy to: Banque de France
To the attention of the Governor
31, rue Croix-des-Petits-Champs
75001 Paris
Email: secretariat.gouv@banque-france.fr

10. **Language, applicable law and jurisdiction**

- (a) This Guarantee has been drawn up in French and in English, both languages being equally binding.
- (b) This Guarantee shall be governed by Belgian law. Any dispute shall be within the exclusive jurisdiction of the courts of Brussels.

Done on 6 December 2021.

THE KINGDOM OF BELGIUM

Vincent Van Peteghem
Deputy Prime Minister and Minister of Finance

THE FRENCH REPUBLIC

Bruno Le Maire
Minister of Economy, Finance and the Recovery

SCHEDULE A
THIRD-PARTY BENEFICIARIES

“**Third-Party Beneficiaries**” means:

- (a) all “qualified investors” within the meaning of article 2(e) of Regulation 2017/1129 of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, as amended,
- (b) all Qualified Institutional Buyers as defined under the US Securities Act of 1933, and all Accredited Investors as defined by Rule 501 of Regulation D implementing the US Securities Act of 1933,
- (c) the European Central Bank as well as any other central bank (whether or not it is established in a country of the European Union),
- (d) all credit institutions as defined by Regulation 575/2013 of 26 June 2013 on prudential requirements for credit institutions and investment firms, namely: “an undertaking the business of which is to take deposits or other repayable funds from the public and to grant credits for its own account”, whether or not established in the European Economic Area,
- (e) social security and assimilated organisations, state-owned enterprises, public or para-public authorities and entities in charge of a mission of general interest, supranational and international institutions, and
- (f) other institutional or professional investors; “**institutional or professional investors**” means financial holding companies, investment firms, other approved or regulated financial institutions, insurance companies, undertakings for collective investment and their management companies, professional retirement institutions and their management companies, and intermediaries in commodity derivatives,

including the subsidiaries of the Dexia group, and in particular DCL itself, that meet the criteria set out in paragraphs (a), (b), (d) or (f) above, but only to the extent that the Securities and Financial Instruments (excluding the Contracts in all circumstances) which have been subscribed to by such subsidiaries are intended to be transferred (in any manner whatsoever, including by way of repos or securities lending) to Third-Party Beneficiaries that are not controlled (directly or indirectly) by Dexia SA or DCL (including the European Central Bank, a national central bank which is a member of the European System of Central Banks, or a depositary acting for the account of any of those) in consideration for financings raised by such subsidiaries from such Third-Party Beneficiaries between 1 January 2022 and 31 December 2031, these Securities and Financial Instruments being only entitled to the benefit of the Guarantee from the date of their transfer to, and as long as they are held by, such Third-Party Beneficiaries.

Furthermore, where an intermediary is involved as an underwriter, a manager or in a similar function in the context of the issuance of Securities or Financial Instruments, and in this context acquires or subscribes to these Securities or Financial Instruments with a view to immediately reselling them to final investors, both the intermediary and the final investors must qualify as Third-Party Beneficiaries.

For the purposes of the interpretation of the provisions under paragraphs (a) to (f) above, notwithstanding Clause 10 of the Guarantee, consideration shall be given to the articles of association, deeds and incorporation treaties, as the case may be, of the relevant Third-Party Beneficiaries.

SCHEDULE B GUARANTEED OBLIGATIONS

The Guarantee covers all unsecured and unsubordinated financings with a maturity not exceeding ten years initially raised from Third-Party Beneficiaries, either in the form of Contracts entered into by DCL or in the form of Securities or Financial Instruments issued by DCL, the subscription of which is restricted to Third-Party Beneficiaries, and the currency of which is euro or a Foreign Currency, provided that these financings are entered into or issued by DCL between 1 January 2022 and 31 December 2031, and provided further that demand deposits and other demand Contracts or Contracts with an undefined maturity are deemed to be entered into on a rolling daily basis so that such deposits and other Contracts may benefit from the Guarantee if they exist on 1 January 2022 and will in any event cease from having the benefit of the Guarantee the day after 31 December 2031.

Subject to the conditions set forth in the above paragraph, the Guaranteed Obligations include:

- (a) the following Contracts: non-interbank loans, deposits and advances with a fixed term or an undefined maturity in euro or in Foreign Currencies (including demand deposits, non-banking institutional deposits, fiduciary deposits and deposits granted by institutional investors in their name but in their capacity as agent for their clients, including within the framework of services commonly referred to as “sweep deposit services” in the United States, provided that such clients qualify as Third-Party Beneficiaries other than a credit institution as referred to in item (d) of Schedule A (*Third-Party Beneficiaries*)), and central bank deposits in euro or in Foreign Currencies;
- (b) the following Securities and Financial Instruments: commercial paper, certificates of deposit, negotiable debt instruments and assimilated securities (in particular *Namensschuldverschreibungen* under German law), bonds and Medium Term Notes, denominated in euro or in Foreign Currencies;

excluding:

- (i) mortgage bonds and securities or other borrowings secured by a statutory lien or a contractual arrangement to the same effect (for example, covered bonds and bilateral and tripartite repos);
- (ii) subordinated loans, deposits, securities and financial instruments;
- (iii) equity and hybrid equity securities and financial instruments;
- (iv) any derivative instruments (including interest rate or foreign exchange derivatives), and any securities or financial instruments linked to a derivative; and
- (v) interbank loans, deposits, advances and overdrafts in euro or in Foreign Currencies.

For the avoidance of doubt, Securities and Financial Instruments subscribed to by subsidiaries of the Dexia group in accordance with the terms set out in Schedule A (*Third-Party Beneficiaries*) may qualify as Guaranteed Obligations irrespective of the fact that the financings raised by these subsidiaries through the monetisation thereof with third parties outside the Dexia group do not constitute Guaranteed Obligations.